

**TERMS AND CONDITIONS OF SERVICE  
(PLEASE READ CAREFULLY)**

All shipments to or from the customer (herein called the "Customer"), which them shall include the exporter, importer, sender, receiver, owner, consignor, consignee, transferor or transferee of the shipments, will be handled by the forwarder and/or customs broker (herein called the "Company") on the following terms and conditions:

1. **Services by Third Parties.** Unless the Company carries, stores or otherwise physically handles the shipment, and loss, damage, expense or delay occurs during such activity, the Company assumes no liability as a carrier and is not to be held responsible for my loss, damage, expense or delay the goods to be forwarded or imported except as provided in paragraph 8 and subject to the limitations of paragraph 9 below, but undertakes only to use reasonable care in the selection of carriers, truck men, lighter men, forwarders, customs brokers, agents, warehousemen, and others to whom it may entrust the goods for transportation, cartage, handling and/or delivery and/or storage or otherwise. When the Company carries, stores or otherwise physically handles the shipment, it does so subject to the limitation of liability set forth in paragraph 8 below unless a separate bill of lading, air waybill or other contact of carriage is issued by the Company, in which event the terms thereof shall govern.
2. **Liability Limitations of Third Parties.** The Company is authorized to select and engage carriers, truck men, lighter man, forwarders, customs brokers, agents, warehousemen and others, as required to transport, store, deal, with and deliver the goods all of whom shall be considered as the agents of the Customer, and the goods may be entrusted to such agencies subject to all conditions as to limitations of liability for loss, damage, expense or delay and to all rules, regulations, requirements and conditions, whatever printed, written or stamped, appearing in bills of lading, receipts or tariffs issued by such carriers, truck men, lighter men, forwarders, customs brokers, agents, warehousemen, and others. The Company shall under no circumstances be liable for any loss, damage, expense or services with respect to such goods.
3. **Choosing Routes or Agents.** Unless express instructions in writing are received from the customer, the Company has complete freedom in choosing the means, route and procedure to be followed in the handling, transportation and delivery of the goods. Advice by the Company to the Customer that a particular person or firm as been selected to render services with respect to the goods shall not be construed to mean that the Company warrants or represents that such person or firm will render such services nor does Company assume responsibility or liability for any actions(s) and/or inaction(s) of such third parties and/or its agents, and shall not be liable for any delay or loss of any kind, which occurs while a shipment is in the custody or control of a third party or the agent of a third party; all claims in connection with the act of a third party shall be brought solely against such party and/or its agents; in connection with any such claim, the Company shall reasonably cooperate with the Customer, which shall be liable for any charges or costs incurred by the Company
4. **Quotations not Binding.** Quotations as to fees, rates of duty, freight charges, insurance premiums or other charges given by the Company to the Customer are for international purposes only and are subject to change without notice and shall not under any circumstances be binding upon the Company unless the Company in writing specifically undertakes the handling or transportation of the shipment at a specific rate or amount set forth in the quotation and payment arrangements are agreed to between the Company and the customer.
5. **Duty to Furnish Information and reliance on information furnished.** (a) Customer acknowledges that it is required to review all documents and declarations prepared and/or filed with U.S. Customs & Border Protection, other Government Agency and/or third parties, and will immediately advise the Company of any errors, discrepancies, incorrect statements, or omissions on any declaration or other submission filed on customers behalf. (b) In preparing and submitting customs entries, export declarations, applications, security filings, documentation and/or other required data, the Company relies on the correctness of all documentation, whether in written or electronic format, and all information furnished by customer; customer shall use reasonable care to ensure the correctness of all such information and shall indemnify and hold the Company harmless from any and all claims asserted and/or liability or losses suffered by reason of the customer's failure to disclose information or any incorrect, incomplete or false statement by the Customer or its agent, representative or contractor upon which the Company reasonably relied. The customer agrees that the customer has an affirmative non-delegable duty to disclose any and all information required to import, export or enter the goods. (c) On a import at a reasonable time prior to entering of the goods of the Customs and Border Protection, the Customer shall furnish to the Company invoices in proper form and other document necessary or useful in the presentation of the Customs and Border Protection entry and also, such further information as may be sufficient to establish, inter alia, the dutiable value, the classification, the country or origin, the genuineness of the merchandise and any mark or symbol associated with it, the Customer's right to import and/or distribute the merchandise, and the merchandise's admissibility, pursuant to U.S. law of regulation. If the Customer fails in a timely manner to furnish such information or documents, in whole or in part, may be required to complete Customs and Border Protection entry or comply with U.S laws or regulations, or if the information or documents furnished are inaccurate or incomplete, the Company shall be obligated only to use its best judgment in connection with the shipment and in no instance shall be charged with knowledge by the Customer of the true circumstances to which such inaccurate, incomplete or omitted information or document pertains. Where a bond required by Customs and Border Protection to be given or the production of any document or the performance of any act, the Customer shall be deemed bound by the terms of the bond notwithstanding the that the bond has been executed by the Company as principal it being understood that the Company entered into such undertaking at the instance and on behalf of the Customer, and the Customer shall indemnify and hold the Company harmless for the consequences or any breach of the terms of the bond. (d) On a export at a reasonable time prior to the exportation of the shipment the customer shall furnish to the Company the commercial invoice the proper form and number, a proper consular declaration, weights, measures values and other information in the language of and as may be required by the laws and regulation of U.S. and the country of destination of the goods. (e) On an export or an import the Company shall not in any way be responsible or liable for increased duty, penalty, fine or expense unless caused by the negligence or other fault of the Company, in which event its liability to the customer shall be governed by the provisions of paragraph 8-10 below. The Customer shall be bound by and warrants the accuracy of all invoices, documents and information furnished to the Company by the Customer or its agent for export, entry or other purposes and the Customer agrees to indemnify and hold harmless the Company against any increased duty, penalty, fine or expense including attorneys fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation, even if not due to any negligence of the Customer.
6. **Declaring Higher Valuation.** Inasmuch as truckers, carriers, warehousemen, and others to whom the goods are entrusted usually limit their liability for loss or damage unless a higher value is declared and a charge based on such higher value is agreed to by said truckers etc, the Company must receive specific written instructions from the Customer to pay such higher charge based on valuation, the customer must pay the insurance premium and the trucker must accept such higher declared value, otherwise the valuation placed by the Customer on the goods shall be considered solely for export or customs purposes and the goods will be delivered to the truckers etc, subject to the limitation of liability set forth herein in paragraphs 8-10 below with respect to any claim against the Company and subject to the provisions of paragraph 2 above.
7. **Insurance.** The Company will make reasonable efforts to effect marine, fire, theft and other insurance upon the goods only after written instructions have been received by the Company in sufficient time prior to shipment from point of origin, and the customer at the same time states specifically the kind and amount of insurance to be placed. The Company does not undertake or warrant that such insurance can or will be placed. Unless the Customer has its own open marine policy and instructs the Company to effect insurance under such policy, insurance is to be effected with one or more insurance companies or other under writers to be selected by the Company. Any insurance placed shall be governed by the certificate or policy issued and will only be effective when accepted by such insurance companies or underwriters. Should an insurer disputes its liability for any reason, the insured shall have recourse against the insurer only and the Company shall not be under any responsibility or liability in relation thereto, notwithstanding that the premium upon the policy may not be the same rates as that charged or paid to the Company by the customer, or that the shipment held in warehouse, or elsewhere, the same will not be covered by any insurance, unless the Company receives written instructions from the Customer. Unless specifically agreed in writing, the Company assumes no responsibility to effect insurance on any export or import shipment which it does not handle. In all cases, customer shall pay all premiums and costs in connection with procuring requested insurance.
8. **Disclaimers, Limitations of Liabilities.** (a) Except as specifically set forth herein, Company makes no express or implied warranties in connection with its services. (b) Subject to (c) below, Customer agrees that in connection with any and all services performed by the Company, the Company shall only be liable for its negligent acts, which are the direct and proximate cause of any injury to Customer, including loss or damage to Customer's goods, and the Company shall in no event be liable for the acts of third parties, (c) connection with all services performed by the Company, Customers may obtain additional liability coverage, up to the actual or declared value of the shipment or transaction, by requesting such coverage and agreeing to make payment therefore, which request must be confirmed in writing by the Company prior to rendering services for the covered transactions. (d) In the absence of additional coverage under (b) above the Company's liability shall be limited to the following (i) where the claim arises from activities other than those relating to customs brokerage, \$55.00 per shipment or transaction, or (ii) where the claim arises from activities relating to Customs business \$55.00 per entry or the amount of brokerage fees paid to the Company to the entry, whichever is less (e) is no event shall Company be liable or responsible for consequential indirect, incidental, statutory or punitive damages even if it has been put on notice of the possibility of such damages.
9. **Presenting Claims.** Company shall not be liable under paragraph 8 for any claims not presented to it in writing within 90 days of either the date of loss or incident giving rise to the claim, no suit to recover for any claim or demand here under shall be maintained against the Company unless instituted within six (6) months after the presentation of the said claim or such longer period provided for under statute(s) of the State having jurisdiction of the matter.
10. **Liability of Company.** It is agreed that any claim or demand for loss, damage, expense or delay shall be only against the carriers, trackmen, lighter men, forwarders, customs brokers, agents, warehousemen, or others in whose actual custody or control the goods may be at the time of such loss, damage, expense or delay, and that the Company shall not be liable responsible for any claim or demand from any cause whatsoever, unless in each case the goods were in actual custody or control of the Company and the damages alleged to have been suffered be proven to be caused by the negligence or other fault of the Company, its officers or employees, in which event the limitation of liability set forth in paragraph 8 herein shall apply. The Company shall not in any circumstances be liable for consequential or punitive damages or damages arising from loss of profit and shall not be liable to the Customer for actual or statutory damages unless it is proven that the Company actually had knowledge of the circumstances giving rise to such claims and that the Company directly contributed to the act(s) allegedly causing such damages.
11. **Advancing Money.** The Company shall not be obliged to incur any expense, guarantee payment or advance any money in connection with the importing, forwarding, transporting, insuring, storing, or cooperating on the goods, unless the same is previously provided to the Company by the Customer on demand. The Company shall be under no obligation to advance freight charges, customs duties or taxes any shipment, nor shall any advance by the Company be construed as a waiver of the provisions hereof.
12. **Indemnification for Freight Duties.** In the event that a carrier, other person or any governmental agency makes a claim or institutes legal action against the company for ocean or other freight, duties, fines, penalties, liquidated damages or other money due arising from a shipment of goods of the Customer, the Customer agrees to indemnify and hold harmless the Company or any amount the Company may be required to pay such carrier, other person or governmental agency together with reasonable expenses, including attorneys fees, incurred by the Company in connection with defending such claim or legal action and obtaining reimbursement from the Customer. The confiscation or detention of the goods by any governmental authority shall not have any effect or diminish the liability of the Customer to the Company to pay all charges or other money due promptly on demand.
13. **C.O.D. or Cash Collect Shipments.** The goods received with Customer's other person's instructions to "collect delivery" (C.O.D) by drafts or otherwise or to collect on any specified terms by time drafts or otherwise, are accepted by the Company only upon the express understanding that it will exercise reasonable care in the selection of a bank, correspondent, carrier or agent to whom it will send such items for collection, and the Company will not be responsible for any act, omission default suspension, insolvency or want or care, negligence or fault or such bank, correspondent carrier or agent, nor for any delay remittance lost in exchange, or during transmission, or while in the course of collection.
14. **General Lien on Any property.** The Company shall have a general lien on any and all property (and documents relating thereto) of the Customer, in its possession, custody or control or en route, for all claims for charges, expenses or advances incurred by the Company in connection with any shipments of the Customer and if such claim remains unsatisfied for thirty (30) days after demand for its payment or issuance of letter of credit at sight, or, if the amount due is in dispute, an acceptable bond equal to 110% of the value of the total amount due is made, the Company may sell at public auction or private sale, upon ten (10) days written notice, registered mail to the Customer, the goods, wares and/or merchandise, or so much thereof as may be necessary to satisfy such lien, and apply the net proceeds of such sale to the payment of the amount due to the Company. Any surplus from such sale shall be transmitted to the Customer and the Customer shall be liable for any deficiency in the sale.
15. **Compensation of Company.** The compensation of the company for its services shall be included with and is in addition to the rates and charges off all carriers and other agencies selected by the company to the transport and deal with the goods and such compensation shall be exclusive of any brokerage, commissions, dividends, or other revenue received by the company from carriers, insurers and other in connection with the shipment. On ocean exports, upon request, the Company shall provide a detailed breakout of the components of all charges assessed and a true copy of each pertinent document relating to these charges. In any referral for collection or action against the Customer for monies due the Company, upon recovery by the Company, the Customer shall pay the expenses of collection and/or litigation, including a reasonable attorney fee.
16. **No Responsibility for Governmental Requirements.** It is the responsibility of the Customer to know and comply with the marking requirements of the Customs and Border Protection, the regulation of the U.S. Food and Drug Administration, and all other requirements, including regulations of Federal, state and/or local agencies pertaining to the merchandise. The Company shall not be responsible for action taken or fines or penalties assessed by any governmental agency against the shipment because of the failure of the Customer to comply with the law or the requirements, or regulations of any governmental agency or with a notification issued to the Customer by any such agency.
17. **Indemnity Against Liability Arising from the Importation of Merchandise.** The Customer agrees to indemnify and hold the Company, harmless from any claims and/or liability arising from the importation or exportation of Customer's merchandise and/or any conduct of the Customer, including but not limited to the inaccuracy of entry, export or security data supplied by Customer or its agent or representative which violates any Federal, state and / or other laws or regulations and further agrees to indemnify and hold the Company, harmless against any and all liability, loss damages, costs, fines, claims and/or expenses, including but not limited to attorney's fees, which the Company may hereafter incur, suffer or be required to pay by reason of claims by any government agency or private party. If any action, suit or proceeding is brought against the Company by any government agency or any private party, the Company shall give notice in writing to the Customer by email or mail at its address of file with the Company. Upon receipt of such notice, the Customer at its own expense shall defend against such action and takes all steps as may be necessary or proper to prevent the obtaining of a judgment and/or order against the Company.
18. **Loss, Damage or Expense Due to Delay.** Unless the services to be performed by the Company on behalf of the Customer are delayed by reason of the negligence or other fault of the Company, the Company shall not be responsible for any loss, damage or expense incurred by the Customer because of such delay. In the event the Company is at fault, as aforesaid, its liability is limited in accordance with the provisions of paragraphs 8-9 above.
19. **Constructions of Terms; Governing Law; Consent to Jurisdiction and Venue.** These terms and conditions of services and the relationship of the parties shall be construed according to the laws of the State of New York City without considering principals of conflict of law. Customer and Company irrevocably consent to the jurisdiction of the United States District Court and the State courts of State of New York City; agree that any action relating to the services performed by the Company, shall only be brought in said courts; consent to the exercise of *in personam* jurisdiction by said courts over it, and further agree that any action to enforce a judgment may be instituted in any jurisdiction.
20. **No Duty to Maintain Records For Customer.** Customer acknowledges it has the duty and is solely liable for maintaining all records required under the Customs and/or other Laws and Regulations of the United States; unless otherwise agreed to in writing, the Company shall only keep such records that it is required to maintain by Statute(s) and/or Regulation(s), but not act as a "recordkeeper" or "recordkeeping agent" for Customer.
21. **Obtaining Binding Rulings, Filing Protests, etc.** Unless requested by Customer in writing and agreed to by Company in writing, Company shall be under no obligation to undertake any pre- or post-Customs release action, including, but not limited to, obtaining binding rulings, advising of liquidations, filing of petition(s) and/or protests, etc.
22. **Severability.** In the event any paragraph(s) and/or portion(s) hereof is found to be invalid and/or unenforceable, then in such event the remainder hereof shall remain in full force and effect. Company's decision to waive any provision herein, either by conduct or otherwise, shall not be deemed to be a further or continuing waiver of such provision or to otherwise waive or invalidate any other provision herein.